

SUPERINTENDENT'S CONTRACT
COMMONWEALTH OF KENTUCKY
COUNTY OF MENIFEE

This contract of employment entered into on this the 21st day of June 2007, by and between the Board of the Menifee County School District, located in Frenchburg, KY and Charles H. Mitchell, Superintendent, for the position of Superintendent of Schools for the District as authorized by a vote of the board on June 21, 2007.

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

1. TERM

The superintendent is hereby hired and retained from July 1, 2007 through June 30, 2011, as superintendent of the Menifee County school system.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

a. CERTIFICATION

The superintendent will hold at all times a valid certificate issued by the Kentucky Department of Education that qualifies him for the position of superintendent.

b. DUTIES

The duties and responsibilities of the Superintendent shall be all of those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board policy, and such other duties and responsibilities as may be assigned to the Superintendent from time to time by the Board. ~~The failure to do so will invalidate this contract except that he may enter~~ into a contract with this board, at the discretion of this board, in accordance with the provisions of KRS 160.440.

c. OUTSIDE ACTIVITIES

Superintendent shall devote his time, attention and energy to the business of the Menifee County School District, pursuant to KRS 160.390

The Superintendent and Board recognize the advisability, and on occasions, the necessity of the Superintendent to attend seminars, courses or programs conducted or sponsored at the local, state or national levels. The Board shall permit a reasonable amount of time for the Superintendent to attend such meetings and agrees to pay the necessary fees, travel and subsistence expenses provided for in local Board policy. The attendance herein provided for shall be limited to

seminars, courses or other programs that will benefit the Menifee County School District.

Should the Superintendent attend any function, meeting, seminar or program where his attendance is paid for by a third party or for which he is compensated as a lecturer or consultant, the time spent away from the School District while attending such function shall not be considered as part of the 240 required working days the Board shall not be required to pay the Superintendent's expenses incurred as a result of such attendance.

3. COMPENSATION

The annual salary paid the Superintendent shall be \$85,532 per contract year during the first year of the contract. Annual salary modification shall be mutually agreed to in each of the remaining years of this contract, provided said salary in each subsequent year shall not be less than the salary paid in the preceding year, and provided that the Superintendent shall receive a percent increase each year no less than the across the board increase provided to other certified employees of the district. The Board shall renew the contract within 30 days after the date permitted under state law for renewal, upon request of Superintendent or it shall notify the Superintendent not to renew the contract.

4. WORKING DAYS AND BENEFITS

a. WORKING DAYS

It is understood and agreed that each school year during the term of this agreement shall begin on July 1st and extend through June 30th and shall consist of 240 days.

b. SICK AND PERSONAL DAYS

The Superintendent shall accrue all leave days as authorized by Board policy for certified employees pursuant to KRS 161.155, including credit for all accumulated sick leave earned in prior employment (240) days as if earned pursuant to subsection (3) and be paid upon retirement any sick leave benefits allowed by state law and board policy.

c. ANNUAL LEAVE

The Superintendent shall be entitled to fifteen days of annual leave per year during the term of this contract, which may accumulate without limit. This benefit is provided pursuant to KRS 160.291. At the time of retirement, and pursuant to KRS 161.540, the superintendent shall be compensated for all accumulated annual leave, not to exceed sixty (60) days.

d. **HEALTH INSURANCE**

The superintendent shall be provided family health insurance benefits paid for by the board.

e. **EXPENSES**

The Board shall pay or reimburse the Superintendent for reasonable expenses incurred in the continuing performance by the Superintendent of his duties under this agreement.

f. **PROFESSIONAL AND CIVIC DUES**

The Board recognizes the mutual benefits derived by reason of the Superintendent's membership in certain professional organizations. The Board agrees to pay dues for the Superintendent for membership in the American Association of School Administrators, the Kentucky Association of School Administrators.

g. **AUTOMOBILE EXPENSES**

The Superintendent shall be reimbursed for mileage as specified in Board policy or be furnished a Board owned automobile.

h. **RETIREMENT BENEFITS**

The Superintendent shall have the same retirement benefits as provided to certified employees under the Kentucky Teachers Retirement System (KTRS). The Board shall reimburse the Superintendent for his contribution to said retirement system during the term of this contract. The Board shall provide up to twenty percent of the annual salary as a direct or indirect monthly contribution to the retirement fund or annuity selected by the Superintendent.

i. **EXTENSION OF CONTRACT**

Pursuant to KRS 160.350(4), this contract shall annually be extended for one year, unless the board, by majority vote prior to June 30th of that year, elects not to extend the contract.

5. **EVALUATION**

The Board shall annually provide the Superintendent with an evaluation based upon a mutually agreed upon evaluation instrument, with periodic opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.

6. **PROFESSIONAL LIABILITY**

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment. If in good faith opinion of the Superintendent a conflict

exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the Board and/or District, the Superintendent may engage counsel in employment. If in good faith opinion of the Superintendent a conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the Board and/or District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the cost of legal defense.

7. TERMINATION OF CONTRACT

This contract with the Superintendent, including any extension thereof, may be terminated by the Board by:

- a. Mutual agreement of the parties;
 - b. Retirement of the Superintendent;
 - c. Resignation of the Superintendent;
 - d. Disability or death of the Superintendent; or
 - e. Discharge for legal cause pursuant to KRS 160.350.
-

If any provision of this contract is deemed by a court or other administrative body to be illegal or unenforceable, all other parts will remain in full force and effect.

This contract will be construed under the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Board and Superintendent have caused this agreement to be executed in their respective names and in the case of the Board, by its Chairman, on the day and year first above written.

Dated this 21st day of June, 20 07.

MENIFEE COUNTY
BOARD OF EDUCATION

SUPERINTENDENT

By: James A. Ross
Chairman

By: Charles Mitchell
Superintendent

The foregoing Instrument was duly acknowledged before me by James Ross, Chairman of the Board of Education of Menifee County, Kentucky, for and on behalf of said Board of Education.

My commission expires: July 16, 2007

Witness my hand and Notary Seal, this 21st day of June, 20 07.

Sheila F. Mullins
Notary Public

ADDENDUM OF
SUPERINTENDENT'S CONTRACT
BETWEEN
THE SUPERINTENDENT AND
THE MENIFEE COUNTY
BOARD OF EDUCATION

The Superintendent's salary for 2010-2011 shall be \$120,000. This amount does not represent an increase in the superintendent's compensation, but reflects the reclassification of existing compensation being paid to the superintendent, consistent with the action of the Board taken at its regular meeting on July 15, 2010.

This the 15th day of July 2010.

BOARD OF EDUCATION

By: [Signature]
Chairperson of the Board

SUPERINTENDENT

[Signature]

EXTENSION OF
SUPERINTENDENT'S CONTRACT
BETWEEN
THE SUPERINTENDENT AND
THE BOARD OF EDUCATION

This extension of Contract is made and entered into on this 25th day of June 2008 by and between the Board of Education ("Board") and the Superintendent ("Superintendent").

By public vote of the Board of Education on the 25th day of June, 2008, the Board unanimously voted to extend the Superintendent's current contract from July 1, 2008, through June 30, 2012.

Other than the extension of current contract through June 30, 2012, all other terms and conditions of the contract dated the 21st day of June 2007 shall remain in full force and effect.

This the 25th day of June 2008.

BOARD OF EDUCATION

By: John R. Brown

Chairperson of the Board

SUPERINTENDENT

Charles W. Mitchell

EXTENSION OF
SUPERINTENDENT'S CONTRACT
BETWEEN
THE SUPERINTENDENT AND
THE BOARD OF EDUCATION

This Extension of Contract is made and entered into on this 16th day of July 2009 by and between the Board of Education ("Board") and the Superintendent ("Superintendent").

By public vote of the Board of Education on the 24th day of June 2009, the Board unanimously voted to extend the Superintendent's current contract from July 1, 2009, through June 30th, 2013.

Other than the extension of current contract through June 30, 2013, all other terms and conditions of the contract dated the 21st day of June 2007 shall remain in full force and effect.

This the 16th day of July 2009.

BOARD OF EDUCATION

By: [Signature]
Chairperson of the Board

SUPERINTENDENT

[Signature]

**EXTENSION OF
SUPERINTENDENT'S CONTRACT
BETWEEN
THE SUPERINTENDENT AND
THE MENIFEE COUNTY
BOARD OF EDUCATION**

This extension of Contract is made and entered into this 15th day of July, 2010 by and between the Board of Education of Menifee County and the Superintendent, Charles H. Mitchell.

By public vote of the Menifee County Board of Education on the 15th day of July, 2010, the Board unanimously voted to extend the Superintendent's current contract as amended pursuant to KRS 160.350 (4)

Other than the extension of the current amended contract through June 30, 2014, all other terms and conditions of the contract dated the 21st day of June, 2007 shall remain in full force and effect.

This the 15th day of July 2010.

BOARD OF EDUCATION

By: J. R. Rao

Chairperson of the Board

SUPERINTENDENT

Charles H. Mitchell

**EXTENSION OF
SUPERINTENDENT'S CONTRACT
BETWEEN
THE SUPERINTENDENT AND
THE MENIFEE COUNTY
BOARD OF EDUCATION**

This extension of Contract is made and entered into on this 17th day of March, 2011 by and between the Board of Education of Meniffee County and the Superintendent, Charles H. Mitchell.

By public vote of the Meniffee County Board of Education on the 17th Day of March, 2011, the Board by a 4 -- 1 majority voted to extend the Superintendent's current contract as amended pursuant to KRS 160.350 (4)

Other than the extension of the current amended contract through June 30th, 2015, all other terms and conditions of the contract dated the 21st day of June 2007 shall remain in full force and effect.

This the 17th day of March 2011.

BOARD OF EDUCATION

By: Phyllis Lawson
Chairperson of the Board

SUPERINTENDENT

Charles H. Mitchell

**Extension of
Superintendent's Contract
Between
The Superintendent and
The Menifee County
Board of Education**

This extension of contract is made and entered into this 17th day of May, 2012, by and between the Board of Education of Menifee County and the Superintendent, Charles Mitchell.

By public vote of the Menifee County Board of Education on the 17th day of May, 2012, the Board by a 3-1 majority voted to extend the Superintendent's current contract as amended on July 15th, 2010 pursuant to KRS 160.350(4)

Other than the extension of the current amended contract through June 30th 2016, all other terms and conditions of the contract dated the 21st day of June 2007 shall remain in full force and effect.

This the 16th day of June 2012.

Board of Education

By Phyllis Lawson
Chairperson of the Board

Charles Mitchell
Superintendent